

NOTICE OF NORTH CANTON CITY COUNCIL MEETING
Monday, October 26, 2015, 7:00 p.m., City Hall
Agenda

1. Call to Order
2. Opening Prayer – Reverend Mel Lindberg, retired
3. Pledge of Allegiance
4. Roll Call
5. Consideration:

Council Meeting Minutes: October 12, 2015
Committee of the Whole Minutes: October 19, 2015

6. Recognition of Visitors
7. Old Business:
8. **Ordinance No. 59 - 2015 – 3rd Reading – Finance and Property Committee**

An ordinance authorizing the Mayor of the City of North Canton, Ohio, to enter into a settlement agreement between the City and Zablo & Sons Building Corporation regarding a dispute over the foundation and construction of a proposed building located at 840 Easthill Street SE, North Canton, which caused the City to issue a notice of violation and file a complaint in the Canton Municipal Court, case number 2015CRB01881.

9. **Ordinance No. 60 - 2015 – 2nd Reading – Community & Economic Development Committee**

An ordinance providing that, upon a close review of the entire record, North Canton City Council finds the Planning Commission's decision to approve a conditional use permit for the Hoover District South Parking Lot was not unconstitutional, illegal, arbitrary, capricious, or unreasonable, and was supported by a preponderance of substantial, reliable and probative evidence on the entire record. Therefore, Council affirms the Planning Commission's decision to approve the permit.

10. **Ordinance No. 61 - 2015 – 2nd Reading – Finance and Property Committee**

An ordinance authorizing the Mayor of the City of North Canton to enter into an agreement with the Regional Income Tax Agency ("RITA") for the administration of City income tax laws and the collection of City income tax.

11. **Ordinance No. 62 - 2015 – 2nd Reading – Finance and Property Committee**

An ordinance to amend Chapter 191, Income Tax, of the Codified Ordinances of the City of North Canton regarding municipal income tax.

12. New Business:

13. **Ordinance No. 63 - 2015 – 1st Reading – Community & Economic Development Committee**

An ordinance authorizing the Mayor of the City of North Canton to prepare and submit an application for the Stark County Community Development Block Grant Program ("CDBG Program") Fiscal Year 2016-2018, for a grant for the Woodrow – Pierce Street Reconstruction Project, and declaring the same to be an emergency.

14. **Ordinance No. 64 - 2015 – 1st Reading – Street and Alley Committee**

An ordinance approving, confirming and accepting a perpetual public utility easement, known as Easement #1, for the real property known as Parcel No. 10000417, and being part of Lot No. 7036, by and between the City of North Canton, an Ohio charter municipal corporation ("City"), Grantee, and Maple Street Commerce, an Ohio limited liability company, Grantor.

15. **Ordinance No. 65 - 2015 – 1st Reading – Street and Alley Committee**

An ordinance approving, confirming and accepting a perpetual public utility easement, known as Easement #2, for the real property known as Parcel No. 10000417, and being part of Lot No. 7036, by and between the City of North Canton, an Ohio charter municipal corporation ("City"), Grantee, and Maple Street Commerce, an Ohio limited liability company, Grantor.

16. **Ordinance No. 66 - 2015 – 1st Reading – Street and Alley Committee**

An ordinance approving, confirming and accepting a perpetual public utility easement, known as Easement #3, for the real property known as Parcel No. 10000418, and being part of Out Lot No. 379, by and between the City of North Canton, an Ohio charter municipal corporation ("City"), Grantee, and Maple Street Commerce, an Ohio limited liability company, Grantor.

17. **Ordinance No. 67 - 2015 – 1st Reading – Street and Alley Committee**

An ordinance approving, confirming and accepting a perpetual public utility easement, known as Easement #4, for the real property known as Parcel No. 10000418, and being part of Out Lot No. 379, by and between the City of North Canton, an Ohio charter municipal corporation ("City"), Grantee, and Maple Street Commerce, an Ohio limited liability company, Grantor.

18. **Ordinance No. 68 - 2015 – 1st Reading – Street and Alley Committee**

An ordinance approving, confirming and accepting a perpetual public utility easement, for the real property known as Parcel No. 9202067, and being part of Lot No. 309, by and between the City of North Canton, an Ohio charter municipal corporation ("City"), Grantee, and Stauffs Holdings, an Ohio limited liability company, Grantor.

19. **Ordinance No. 69 - 2015 – 1st Reading – Street and Alley Committee**

An ordinance approving, confirming and accepting, for public-use purposes, Maple Street Commerce, LLC's offer to the City of North Canton, to dedicate an additional right-of-way along East Maple Street (Main Street and Taft Ave), for the real property known as being part of Lot Nos. 7021 and 7071, and Out Lot Nos. 376 and 377, and consisting of 0.4545 acres in the City of North Canton, Stark County, Ohio.

20. Ordinance No. 70 - 2015 – 1st Reading – Water, Sewer and Rubbish Committee

An ordinance authorizing the Director of Administration of the City of North Canton to advertise and receive bids for the City of North Canton Drinking Water Treatment Plant Clarifiers Rehab Project, and for the Mayor of the City of North Canton to be authorized, through the Board of Control, to enter into a contract for the Clarifiers Rehab Project, and declaring the same to be an emergency.

21. Reports - Council:

Doug Foltz	Ward 1	Mark Cerreta	At Large
Daniel Peters	Ward 2	Dan Griffith	At Large
Stephanie Werren	Ward 3	Marcia Kiesling	At Large
Dominic Fonte	Ward 4		

22. Reports:

Director of Law	Director of Finance	Director of Administration
Mayor	City Engineer	Clerk of Council

23. Upon a motion and majority vote the meeting will be moved into executive session for the purpose of City Council, the Mayor, the Administrator, and the Director of Law preparing for and reviewing bargaining sessions with public employees concerning their compensation and other terms and conditions of their employment.

24. Final Call for New Business

25. Adjourn

North Canton City Council
Community and Economic Development ommittee

Ordinance No. 63 – 2015

An ordinance authorizing the Mayor of the City of North Canton to prepare and submit an application for the Stark County Community Development Block Grant Program ("CDBG Program") Fiscal Year 2016-2018, for a grant for the Woodrow - Pierce Street Reconstruction Project, and declaring the same to be an emergency.

WHEREAS, the Board of Stark County Commissioners participates in the U.S. Department of Housing and Urban Development CDBG Program; and

WHEREAS, the City desires to submit an application, accept, and utilize a CDBG Program grant to fund the Woodrow - Pierce Street Reconstruction Project.

NOW, THEREFORE, BE IT ORDINANCE BY THE COUNCIL OF THE CITY OF NORTH CANTON, COUNTY OF STARK, AND STATE OF OHIO:

- Section 1. That the Mayor of the City of North Canton, be, and is hereby authorized to prepare and submit an application to the CDBG Program for a grant for the Woodrow - Pierce Street Reconstruction Project, from North Main Street west to Werstler Avenue, Pierce Avenue from 9th Street north and Browning Avenue from Woodrow Street south approximately 180 feet.
- Section 2. That, if any provision of this Ordinance is or becomes illegal, invalid or unenforceable, that shall not affect the validity or enforceability of any other provision of this Ordinance.
- Section 3. That this ordinance is hereby declared to be an emergency measure necessary for the preservation of the health, safety and peace of the City of North Canton and further necessary in order to meet the deadline to submit the application for the CDBG Program to obtain a grant for the Woodrow - Pierce Street Reconstruction Project; wherefore, provided it receives the affirmative vote of six or more members of Council elected thereto, this ordinance shall take effect and be in full force immediately upon its adoption by Council and approval by the Mayor. Otherwise, it shall take effect and be in force from and after the earliest period allowed by law.

Passed in Council this _____ day of _____, 2015

David Held, Mayor

SIGNED: _____, 2015

ATTEST:

Mary Beth Bailey, Clerk of Council

North Canton City Council
Street and Alley Committee

Ordinance No. 64 - 2015

An ordinance approving, confirming and accepting a perpetual public utility easement, known as Easement #1, for the real property known as Parcel No. 10000417, and being part of Lot No. 7036, by and between the City of North Canton, an Ohio charter municipal corporation ("City"), Grantee, and Maple Street Commerce, an Ohio limited liability company, Grantor.

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF NORTH CANTON, COUNTY OF STARK, AND STATE OF OHIO:

- Section 1. That a perpetual public utility easement, known as Easement #1, for the real property known as Parcel No. 10000417, by and between the City, Grantee, and Maple Street Commerce, LLC, Grantor, be, and the same is hereby approved, confirmed and accepted.
- Section 2. That the easement is more fully described in documents attached hereto, which are incorporated herein as if fully rewritten herein.
- Section 3. That if a provision of this ordinance is or becomes illegal, invalid or unenforceable, that shall not affect the validity or enforceability of any other provision of this ordinance.
- Section 4. That this ordinance shall take effect and be in full force immediately upon its adoption by Council and approval by the Mayor.

Passed in Council this _____ day of _____ 2015

David Held, Mayor

Signed: _____, 2015

ATTEST:

Mary Beth Bailey, Clerk of Council

PERPETUAL UTILITY EASEMENTS
Parcel No.10000417 and Parcel No. 10000418

For and in consideration of ONE DOLLAR (\$1.00) and other good and valuable consideration, the sufficiency of which is hereby acknowledged, **Maple Street Commerce, LLC**, an Ohio limited liability company GRANTOR, does hereby give and grant unto **THE CITY OF NORTH CANTON**, an Ohio municipal corporation, GRANTEE, perpetual utility easements to install and maintain pedestrian signal posts, and to perform any other tasks GRANTEE deems necessary or advisable in order to operate or maintain the pedestrian signal posts and associated appurtenances in accordance with the ordinances, rules, and regulates of Grantee, which are now in effect or may be adopted hereafter, including the right of ingress and egress at any time to and from such utility and all appurtenances thereto on, under and through the following property, a/k/a the "Easement Areas":

See Attached Utility Easements No. 1
"Map to Accompany legal Description For Utility Easements"

It is agreed by and between Grantor and Grantee as follows:

1. That the Grantee shall have the right to remove fences, shrubbery, plants, trees, landscaping, lawns, driveways, walkways, and paving within the Easement Areas during initial construction or future maintenance of the utility and all appurtenances thereto. The Grantee shall be responsible to restore the surface area of the easement, disturbed by Grantee, to as closely as possible to its condition at the time of construction or maintenance. The Grantee will pay reasonable damages for items which cannot be restored or repaired. If the amount of said damages cannot be mutually agreed upon, the same shall be ascertained and determined by three disinterested persons; one appointed by the Grantor, one by the Grantee, and the third by the two so appointed. The award of such three persons shall be final and conclusive.
2. That no building or structure of any kind shall or will be erected within the easement areas by Grantor, nor shall anything be placed in the vicinity of the easement which might be injurious to the utility. However, nothing herein shall interfere with the right of Grantor to place driveways, parking areas, or walkways in said easement. Grantor shall not change the ground elevation, within the easement areas, without approval of Grantee.
3. That the Grantor may extend across, or grant easements to others to extend across said easement areas to minimum acceptable clearances as determined by the Grantee.
4. That Grantor shall indemnify, defend and hold harmless Grantee from any and all claims, liabilities, damages, actions, costs and expenses or complaints, including reasonable attorney fees, arising out of Grantor's use of the Easement Areas.
5. That upon removal of said utility and all appurtenances thereto, the Easement Areas shall be restored as closely as possible to its then condition at the time of removal.

6. That this grant shall be binding upon the Grantor and Grantee and shall inure to the benefit of their respective heirs, executors, administrators, successors, and assigns forever.
7. That Grantor covenants with Grantee that it is well seized of the Easement Areas as a good and indefeasible estate in fee simple and has the right to grant and convey the Easement Areas in the manner and form described above. Grantor further covenants that it will warrant and defend the premises with the appurtenances thereunto belonging to Grantee against all lawful claims and demands whatsoever for the purposes described herein.
8. That these easement areas are subject to all matters of record.

IN WITNESS WHEREOF, the undersigned grantor(s) have caused their name to be subscribed to this Perpetual Utility Easement document this _____ day of _____, 20____.

GRANTOR(S):

Maple Street Commerce, LLC

By: Christopher Semarjian, Authorized Manager

(Signed Name)

NOTARY:

STATE OF OHIO)
) SS:
COUNTY OF _____)

Before me, a Notary Public in and for said County, personally appeared Chris Semarjian, Authorized Manager for Maple Street Commerce, LLC, who acknowledged that they did sign the foregoing instrument and that it is their free act and deed.

IN THE TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed my official seal a this _____ Day of _____, 20____.

Notary Public

Seal

This instrument prepared by: City of North Canton
145 North Main Street
North Canton, OH 4720

MAPLE STREET
UTILITY EASEMENT
NO. 1

Situated in the City of North Canton, County of Stark, State of Ohio and known as being part of City Lot No. 7036 as appears on the replat recorded in Instrument No. 201003030007631 of Stark County Records and being more fully described as follows:

Beginning on the centerline of E. Maple Street (R/W varies) at the centerline of Taft Avenue as appears on the dedication plat recorded in Plat Book 34 page 150 of Stark County Records;

Thence N 88° 11' 18" W along the centerline of said E. Maple Street, 818.13 feet;

Thence N 01° 48' 42" E, 21.50 feet to the north line of said E. Maple Street and the True place of beginning for the easement intended to be described herein;

Thence N 88° 11' 18" W along the north line of said E. Maple Street, 5.00 feet;

Thence N 01° 48' 42" E, 5.00 feet;

Thence S 88° 11' 18" E, 5.00 feet;

Thence S 01° 48' 42" W, 5.00 feet to the place of beginning as surveyed by Robert J. Warner, P.S. 6931 for Environmental Design Group in August 2015.

Bearings are based on Grid North in the Ohio State Plane Coordinate System (NAD83).

MAPLE STREET
COMMERCE LLC

O.L. 378
201003030007631

CITY LOT 7036
201003030007631

O.L. 379
201003030007631

EAST MAPLE STREET R/W VARIES

SW QTR SEC 8
NW QTR SEC 17
PG. 27 PG. 49
CITY O.L. 21
MAPLE STREET
COMMERCE LLC
PART OF
CITY LOT 7021
PPN 9209516
200712270067165
PART OF
O.L. 376
PPN 10000416
201003030007631
PART OF O.L. 377
201003030007631
PPN 10000415
TAKT AVE. R/W VARIES
PB. 34 PG. 150
FOREST AVE
R/W VARIES

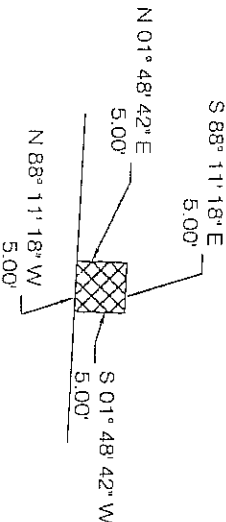
SEE DETAIL
NO. 1
NO. 2
21.50'
50.76'
177.43'
56.68'
47.52'
59.68'
48.85'
486.85'
S 88° 11' 18" E
S 88° 11' 18" E 709.36'
S 88° 11' 18" E 852.30'
S 88° 11' 18" E 280.52'
S 88° 11' 18" E 10.00'
N 01° 45' 05" E
N 01° 48' 42" E
R=15.00'
L=13.19'
7.96'
26.50'
15.00'
81.85'
14.00'

LEGEND

- LOT LINE
- PROPERTY LINE
- EXISTING RIGHT-OF-WAY LINE
- PROPOSED R/W LINE
- IRON PIN FOUND AS NOTED
- DRILL HOLE IN WALK FOUND & USED



UTILITY EASEMENT AREA



TYPICAL UTILITY
EASEMENT DETAIL



GRAPHIC SCALE IN FEET
0 50 100

North Canton City Council
Street and Alley Committee

Ordinance No. 65 - 2015

An ordinance approving, confirming and accepting a perpetual public utility easement, known as Easement #2, for the real property known as Parcel No. 10000417, and being part of Lot No. 7036, by and between the City of North Canton, an Ohio charter municipal corporation ("City"), Grantee, and Maple Street Commerce, an Ohio limited liability company, Grantor.

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF NORTH CANTON, COUNTY OF STARK, AND STATE OF OHIO:

- Section 1. That a perpetual public utility easement, known as Easement #2, for the real property known as Parcel No. 10000417, by and between the City, Grantee, and Maple Street Commerce, LLC, Grantor, be, and the same is hereby approved, confirmed and accepted.
- Section 2. That the easement is more fully described in documents attached hereto, which are incorporated herein as if fully rewritten herein.
- Section 3. That if a provision of this ordinance is or becomes illegal, invalid or unenforceable, that shall not affect the validity or enforceability of any other provision of this ordinance.
- Section 4. That this ordinance shall take effect and be in full force immediately upon its adoption by Council and approval by the Mayor.

Passed in Council this _____ day of _____ 2015

David Held, Mayor

Signed: _____, 2015

ATTEST:

Mary Beth Bailey, Clerk of Council

PERPETUAL UTILITY EASEMENTS

Parcel No.10000417 and Parcel No. 10000418

For and in consideration of ONE DOLLAR (\$1.00) and other good and valuable consideration, the sufficiency of which is hereby acknowledged, **Maple Street Commerce, LLC**, an Ohio limited liability company GRANTOR, does hereby give and grant unto **THE CITY OF NORTH CANTON**, an Ohio municipal corporation, GRANTEE, perpetual utility easements to install and maintain pedestrian signal posts, and to perform any other tasks GRANTEE deems necessary or advisable in order to operate or maintain the pedestrian signal posts and associated appurtenances in accordance with the ordinances, rules, and regulates of Grantee, which are now in effect or may be adopted hereafter, including the right of ingress and egress at any time to and from such utility and all appurtenances thereto on, under and through the following property, a/k/a the "Easement Areas":

See Attached Utility Easements No. 2

"Map to Accompany legal Description For Utility Easements"

It is agreed by and between Grantor and Grantee as follows:

1. That the Grantee shall have the right to remove fences, shrubbery, plants, trees, landscaping, lawns, driveways, walkways, and paving within the Easement Areas during initial construction or future maintenance of the utility and all appurtenances thereto. The Grantee shall be responsible to restore the surface area of the easement, disturbed by Grantee, to as closely as possible to its condition at the time of construction or maintenance. The Grantee will pay reasonable damages for items which cannot be restored or repaired. If the amount of said damages cannot be mutually agreed upon, the same shall be ascertained and determined by three disinterested persons; one appointed by the Grantor, one by the Grantee, and the third by the two so appointed. The award of such three persons shall be final and conclusive.
2. That no building or structure of any kind shall or will be erected within the easement areas by Grantor, nor shall anything be placed in the vicinity of the easement which might be injurious to the utility. However, nothing herein shall interfere with the right of Grantor to place driveways, parking areas, or walkways in said easement. Grantor shall not change the ground elevation, within the easement areas, without approval of Grantee.
3. That the Grantor may extend across, or grant easements to others to extend across said easement areas to minimum acceptable clearances as determined by the Grantee.
4. That Grantor shall indemnify, defend and hold harmless Grantee from any and all claims, liabilities, damages, actions, costs and expenses or complaints, including reasonable attorney fees, arising out of Grantor's use of the Easement Areas.
5. That upon removal of said utility and all appurtenances thereto, the Easement Areas shall be restored as closely as possible to its then condition at the time of removal.

6. That this grant shall be binding upon the Grantor and Grantee and shall inure to the benefit of their respective heirs, executors, administrators, successors, and assigns forever.
7. That Grantor covenants with Grantee that it is well seized of the Easement Areas as a good and indefeasible estate in fee simple and has the right to grant and convey the Easement Areas in the manner and form described above. Grantor further covenants that it will warrant and defend the premises with the appurtenances thereunto belonging to Grantee against all lawful claims and demands whatsoever for the purposes described herein.
8. That these easement areas are subject to all matters of record.

IN WITNESS WHEREOF, the undersigned grantor(s) have caused their name to be subscribed to this Perpetual Utility Easement document this _____ day of _____, 20____.

GRANTOR(S):

Maple Street Commerce, LLC

By: Christopher Semarjian, Authorized Manager

(Signed Name)

NOTARY:

STATE OF OHIO)
) SS:
COUNTY OF _____)

Before me, a Notary Public in and for said County, personally appeared Chris Semarjian, Authorized Manager for Maple Street Commerce, LLC, who acknowledged that they did sign the foregoing instrument and that it is their free act and deed.

IN THE TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed my official seal a this _____ Day of _____, 20____.

Notary Public

Seal

This instrument prepared by: City of North Canton
145 North Main Street
North Canton, OH 4720

MAPLE STREET
UTILITY EASEMENT
NO. 2

Situated in the City of North Canton, County of Stark, State of Ohio and known as being part of City Lot No. 7036 as appears on the replat recorded in Instrument No. 201003030007631 of Stark County Records and being more fully described as follows:

Beginning on the centerline of E. Maple Street (R/W varies) at the centerline of Taft Avenue as appears on the dedication plat recorded in Plat Book 34 page 150 of Stark County Records;

Thence N 88° 11' 18" W along the centerline of said E. Maple Street, 767.37 feet;

Thence N 01° 48' 42" E, 21.50 feet to the north line of said E. Maple Street and the True place of beginning for the easement intended to be described herein;

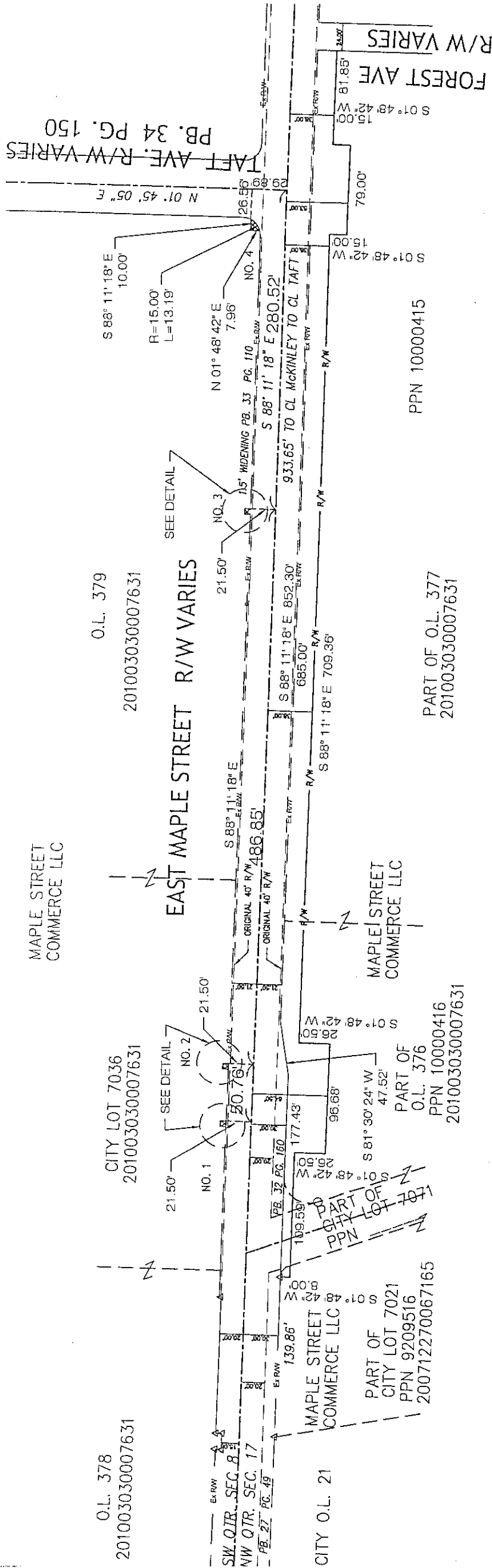
Thence N 88° 11' 18" W along the north line of said E. Maple Street, 5.00 feet;

Thence N 01° 48' 42" E, 5.00 feet;

Thence S 88° 11' 18" E, 5.00 feet;

Thence S 01° 48' 42" W, 5.00 feet to the place of beginning as surveyed by Robert J. Warner, P.S. 6931 for Environmental Design Group in August 2015.

Bearings are based on Grid North in the Ohio State Plane Coordinate System (NAD83).



O.L. 379
201003030007631

O.L. 378
201003030007631

CITY LOT 7036
201003030007631

CITY LOT 7021
PPN 9209516
200712270067165

MAPLE STREET
COMMERCIAL LLC

MAPLE STREET
COMMERCIAL LLC

O.L. 377
201003030007631

PPN 10000415

PPN 10000415

PPN 10000415

PPN 10000415

PPN 10000415

LEGEND

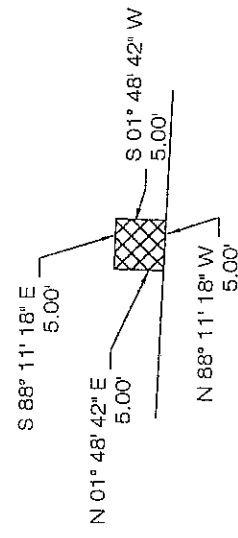
- LOT LINE
- PROPERTY LINE
- EXISTING RIGHT-OF-WAY LINE
- PROPOSED R/W LINE
- IRON PIN FOUND AS NOTED
- DRILL HOLE IN WALK FOUND & USED



UTILITY EASEMENT AREA



TYPICAL UTILITY
EASEMENT DETAIL



MAP TO ACCOMPANY
LEGAL DESCRIPTION
FOR UTILITY EASEMENTS

SITUATED IN THE
CITY OF NORTH CANTON
COUNTY OF STARK
STATE OF OHIO
PART OF CITY LOT NO. S 7036
OUT LOT NO. S 378 & 379

North Canton City Council
Street and Alley Committee

Ordinance No. 66 - 2015

An ordinance approving, confirming and accepting a perpetual public utility easement, known as Easement #3, for the real property known as Parcel No. 10000418, and being part of Out Lot No. 379, by and between the City of North Canton, an Ohio charter municipal corporation ("City"), Grantee, and Maple Street Commerce, an Ohio limited liability company, Grantor.

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF NORTH CANTON, COUNTY OF STARK, AND STATE OF OHIO:

- Section 1. That a perpetual public utility easement, known as Easement #3, for the real property known as Parcel No. 10000418, by and between the City, Grantee, and Maple Street Commerce, LLC, Grantor, be, and the same is hereby approved, confirmed and accepted.
- Section 2. That the easement is more fully described in documents attached hereto, which are incorporated herein as if fully rewritten herein.
- Section 3. That if a provision of this ordinance is or becomes illegal, invalid or unenforceable, that shall not affect the validity or enforceability of any other provision of this ordinance.
- Section 4. That this ordinance shall take effect and be in full force immediately upon its adoption by Council and approval by the Mayor.

Passed in Council this _____ day of _____ 2015

David Held, Mayor

Signed: _____, 2015

ATTEST:

Mary Beth Bailey, Clerk of Council

PERPETUAL UTILITY EASEMENTS
Parcel No.10000417 and Parcel No. 10000418

For and in consideration of ONE DOLLAR (\$1.00) and other good and valuable consideration, the sufficiency of which is hereby acknowledged, **Maple Street Commerce, LLC**, an Ohio limited liability company GRANTOR, does hereby give and grant unto **THE CITY OF NORTH CANTON**, an Ohio municipal corporation, GRANTEE, perpetual utility easements to install and maintain pedestrian signal posts, and to perform any other tasks GRANTEE deems necessary or advisable in order to operate or maintain the pedestrian signal posts and associated appurtenances in accordance with the ordinances, rules, and regulates of Grantee, which are now in effect or may be adopted hereafter, including the right of ingress and egress at any time to and from such utility and all appurtenances thereto on, under and through the following property, a/k/a the "Easement Areas":

See Attached Utility Easements No. 3
"Map to Accompany legal Description For Utility Easements"

It is agreed by and between Grantor and Grantee as follows:

1. That the Grantee shall have the right to remove fences, shrubbery, plants, trees, landscaping, lawns, driveways, walkways, and paving within the Easement Areas during initial construction or future maintenance of the utility and all appurtenances thereto. The Grantee shall be responsible to restore the surface area of the easement, disturbed by Grantee, to as closely as possible to its condition at the time of construction or maintenance. The Grantee will pay reasonable damages for items which cannot be restored or repaired. If the amount of said damages cannot be mutually agreed upon, the same shall be ascertained and determined by three disinterested persons; one appointed by the Grantor, one by the Grantee, and the third by the two so appointed. The award of such three persons shall be final and conclusive.
2. That no building or structure of any kind shall or will be erected within the easement areas by Grantor, nor shall anything be placed in the vicinity of the easement which might be injurious to the utility. However, nothing herein shall interfere with the right of Grantor to place driveways, parking areas, or walkways in said easement. Grantor shall not change the ground elevation, within the easement areas, without approval of Grantee.
3. That the Grantor may extend across, or grant easements to others to extend across said easement areas to minimum acceptable clearances as determined by the Grantee.
4. That Grantor shall indemnify, defend and hold harmless Grantee from any and all claims, liabilities, damages, actions, costs and expenses or complaints, including reasonable attorney fees, arising out of Grantor's use of the Easement Areas.
5. That upon removal of said utility and all appurtenances thereto, the Easement Areas shall be restored as closely as possible to its then condition at the time of removal.

- 6. That this grant shall be binding upon the Grantor and Grantee and shall inure to the benefit of their respective heirs, executors, administrators, successors, and assigns forever.
- 7. That Grantor covenants with Grantee that it is well seized of the Easement Areas as a good and indefeasible estate in fee simple and has the right to grant and convey the Easement Areas in the manner and form described above. Grantor further covenants that it will warrant and defend the premises with the appurtenances thereunto belonging to Grantee against all lawful claims and demands whatsoever for the purposes described herein.
- 8. That these easement areas are subject to all matters of record.

IN WITNESS WHEREOF, the undersigned grantor(s) have caused their name to be subscribed to this Perpetual Utility Easement document this _____ day of _____, 20____.

GRANTOR(S):

Maple Street Commerce, LLC
By: Christopher Semarjian, Authorized Manager

(Signed Name)

NOTARY:

STATE OF OHIO)
) SS:
COUNTY OF _____)

Before me, a Notary Public in and for said County, personally appeared Chris Semarjian, Authorized Manager for Maple Street Commerce, LLC, who acknowledged that they did sign the foregoing instrument and that it is their free act and deed.

IN THE TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed my official seal a this _____ Day of _____, 20____.

Notary Public Seal

This instrument prepared by: City of North Canton
145 North Main Street
North Canton, OH 4720

MAPLE STREET
UTILITY EASEMENT
NO. 3

Situated in the City of North Canton, County of Stark, State of Ohio and known as being part of City Lot No. 379 as appears on the replat recorded in Instrument No. 201003030007631 of Stark County Records and being more fully described as follows:

Beginning on the centerline of E. Maple Street (R/W varies) at the centerline of Taft Avenue as appears on the dedication plat recorded in Plat Book 34 page 150 of Stark County Records;

Thence N 88° 11' 18" W along the centerline of said E. Maple Street, 280.52 feet;

Thence N 01° 48' 42" E, 21.50 feet to the north line of said E. Maple Street and the True place of beginning for the easement intended to be described herein;

Thence N 88° 11' 18" W along the north line of said E. Maple Street, 5.00 feet;

Thence N 01° 48' 42" E, 5.00 feet;

Thence S 88° 11' 18" E, 5.00 feet;

Thence S 01° 48' 42" W, 5.00 feet to the place of beginning as surveyed by Robert J. Warner, P.S. 6931 for Environmental Design Group in August 2015.

Bearings are based on Grid North in the Ohio State Plane Coordinate System (NAD83).

MAPLE STREET
COMMERCE LLC

O.L. 378
201003030007631

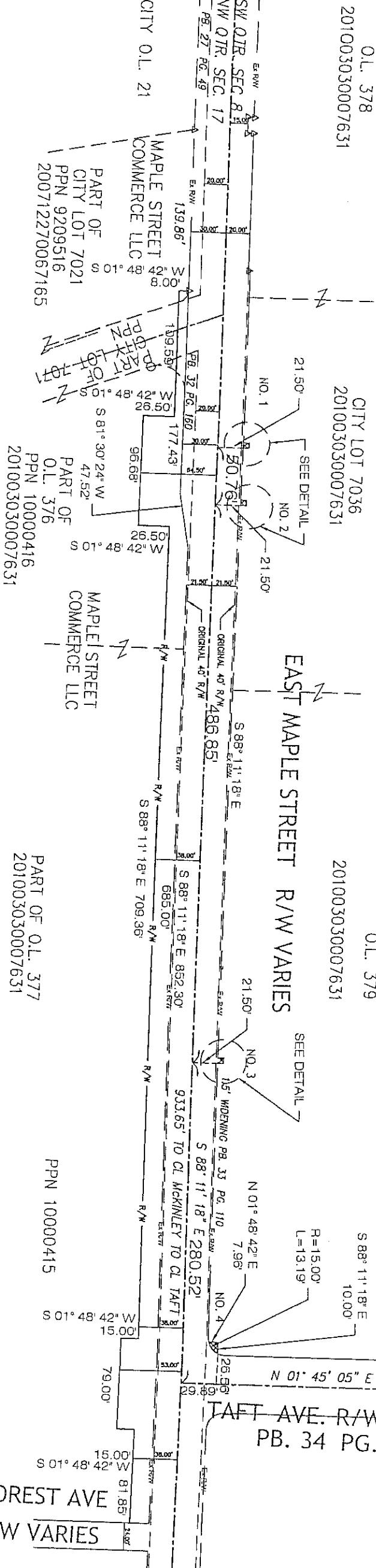
CITY LOT 7036
201003030007631

O.L. 379
201003030007631

EAST MAPLE STREET R/W VARIES

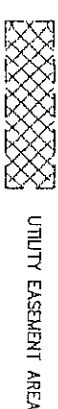
TAFT AVE. R/W VARIES
PB. 34 PG. 150

FOREST AVE
R/W VARIES



LEGEND

- LOT LINE
- PROPERTY LINE
- EXISTING RIGHT-OF-WAY LINE
- PROPOSED R/W LINE
- IRON PIN FOUND AS NOTED
- DRILL HOLE IN WALK FOUND & USED



TYPICAL UTILITY
EASEMENT DETAIL



GRAPHIC SCALE IN FEET

MAP TO ACCOMPANY
LEGAL DESCRIPTION
FOR UTILITY EASEMENTS

SITUATED IN THE
CITY OF NORTH CANTON
COUNTY OF STARK
STATE OF OHIO

PART OF CITY LOT NO. S 7036
OUT LOT NO. S 378 & 379

North Canton City Council
Street and Alley Committee

Ordinance No. 67 - 2015

An ordinance approving, confirming and accepting a perpetual public utility easement, known as Easement #4, for the real property known as Parcel No. 10000418, and being part of Out Lot No. 379, by and between the City of North Canton, an Ohio charter municipal corporation ("City"), Grantee, and Maple Street Commerce, an Ohio limited liability company, Grantor.

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF NORTH CANTON, COUNTY OF STARK, AND STATE OF OHIO:

- Section 1. That a perpetual public utility easement, known as Easement #4, for the real property known as Parcel No. 10000418, by and between the City, Grantee, and Maple Street Commerce, LLC, Grantor, be, and the same is hereby approved, confirmed and accepted.
- Section 2. That the easement is more fully described in documents attached hereto, which are incorporated herein as if fully rewritten herein.
- Section 3. That if a provision of this ordinance is or becomes illegal, invalid or unenforceable, that shall not affect the validity or enforceability of any other provision of this ordinance.
- Section 4. That this ordinance shall take effect and be in full force immediately upon its adoption by Council and approval by the Mayor.

Passed in Council this _____ day of _____ 2015

David Held, Mayor

Signed: _____, 2015

ATTEST:

Mary Beth Bailey, Clerk of Council

PERPETUAL UTILITY EASEMENTS

Parcel No.10000417 and Parcel No. 10000418

For and in consideration of ONE DOLLAR (\$1.00) and other good and valuable consideration, the sufficiency of which is hereby acknowledged, **Maple Street Commerce, LLC**, an Ohio limited liability company GRANTOR, does hereby give and grant unto **THE CITY OF NORTH CANTON**, an Ohio municipal corporation, GRANTEE, perpetual utility easements to install and maintain pedestrian signal posts, and to perform any other tasks GRANTEE deems necessary or advisable in order to operate or maintain the pedestrian signal posts and associated appurtenances in accordance with the ordinances, rules, and regulates of Grantee, which are now in effect or may be adopted hereafter, including the right of ingress and egress at any time to and from such utility and all appurtenances thereto on, under and through the following property, a/k/a the "Easement Areas":

See Attached Utility Easements No. 4

"Map to Accompany legal Description For Utility Easements"

It is agreed by and between Grantor and Grantee as follows:

1. That the Grantee shall have the right to remove fences, shrubbery, plants, trees, landscaping, lawns, driveways, walkways, and paving within the Easement Areas during initial construction or future maintenance of the utility and all appurtenances thereto. The Grantee shall be responsible to restore the surface area of the easement, disturbed by Grantee, to as closely as possible to its condition at the time of construction or maintenance. The Grantee will pay reasonable damages for items which cannot be restored or repaired. If the amount of said damages cannot be mutually agreed upon, the same shall be ascertained and determined by three disinterested persons; one appointed by the Grantor, one by the Grantee, and the third by the two so appointed. The award of such three persons shall be final and conclusive.
2. That no building or structure of any kind shall or will be erected within the easement areas by Grantor, nor shall anything be placed in the vicinity of the easement which might be injurious to the utility. However, nothing herein shall interfere with the right of Grantor to place driveways, parking areas, or walkways in said easement. Grantor shall not change the ground elevation, within the easement areas, without approval of Grantee.
3. That the Grantor may extend across, or grant easements to others to extend across said easement areas to minimum acceptable clearances as determined by the Grantee.
4. That Grantor shall indemnify, defend and hold harmless Grantee from any and all claims, liabilities, damages, actions, costs and expenses or complaints, including reasonable attorney fees, arising out of Grantor's use of the Easement Areas.
5. That upon removal of said utility and all appurtenances thereto, the Easement Areas shall be restored as closely as possible to its then condition at the time of removal.

- IN WITNESS WHEREOF, the undersigned grantor(s) have caused their name to be subscribed to this Perpetual Utility Easement document this _____ day of _____, 20____.

(Signed Name)

MAPLE STREET
UTILITY EASEMENT
NO. 4

Situated in the City of North Canton, County of Stark, State of Ohio and known as being part of City Lot No. 379 as appears on the replat recorded in Instrument No. 201003030007631 of Stark County Records and being more fully described as follows:

Beginning on the centerline of E. Maple Street (R/W varies) at the centerline of Taft Avenue as appears on the dedication plat recorded in Plat Book 34 page 150 of Stark County Records;

Thence N 01° 45' 05" E along the centerline of said Taft Avenue, 29.89 feet;

Thence N 88° 11' 18" W, 26.56 feet to the west line of said Taft Avenue and the True place of beginning for the easement intended to be described herein.

Thence southwesterly 13.19 feet along the west line of said Taft Avenue and the arc of a curve deflecting to the right having a radius of 15.00 feet and a chord of 12.77 feet that bears S 53° 16' 40" W to the north line of said E. Maple Street;

Thence N 01° 48' 42" E, 7.96 feet;

Thence S 88° 11' 18" E, 18.00 feet to the True place of beginning as surveyed by Robert J. Warner, P.S. 6931 for Environmental Design Group in August 2015.

Bearings are based on Grid North in the Ohio State Plane Coordinate System (NAD83).

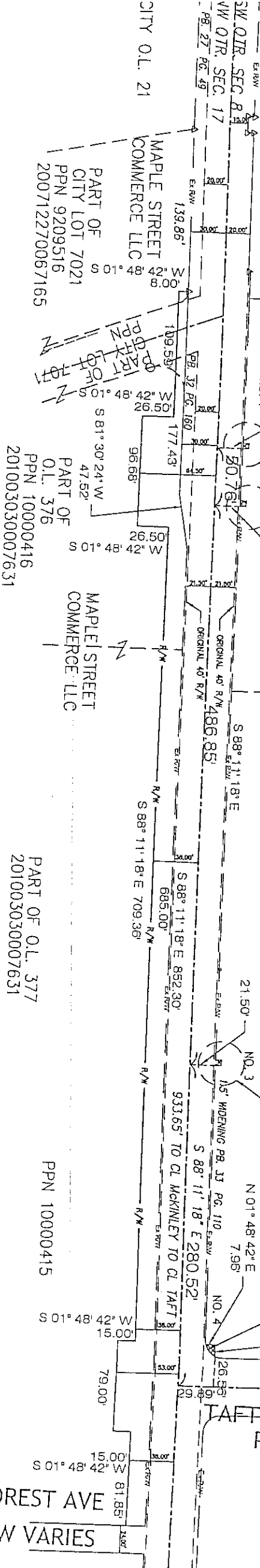
MAPLE STREET
COMMERCE LLC

O.L. 378
201003030007631

CITY LOT 7036
201003030007631

O.L. 379
201003030007631

EAST MAPLE STREET R/W VARIES



LEGEND

- LOT LINE
- PROPERTY LINE
- EXISTING RIGHT-OF-WAY LINE
- PROPOSED R/W LINE
- IRON PIN FOUND AS NOTED
- DRILL HOLE IN WALK FOUND & USED



UTILITY EASEMENT AREA

TYPICAL UTILITY
EASEMENT DETAIL



NORTH



GRAPHIC SCALE IN FEET

MAP TO ACCOMPANY
LEGAL DESCRIPTION
FOR UTILITY EASEMENTS

SITUATED IN THE
CITY OF NORTH CANTON

COUNTY OF STARK

STATE OF OHIO

PART OF CITY LOT NO. S 7036

OUT LOT NO. S 378 & 379

North Canton City Council
Street and Alley Committee

Ordinance No. 68 - 2015

An ordinance approving, confirming and accepting a perpetual public utility easement for the real property known as Parcel No. 9202067, and being part of Lot No. 309, by and between the City of North Canton, an Ohio charter municipal corporation ("City"), Grantee, and Stauffs Holdings, an Ohio limited liability company, Grantor.

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF NORTH CANTON, COUNTY OF STARK, AND STATE OF OHIO:

- Section 1. That a perpetual public utility easement for the real property known as Parcel No. 9202067, by and between the City, Grantee and Stauffs Holding, LTD, Grantor, be, and the same is hereby approved, confirmed and accepted.
- Section 2. That the easement is more fully described in documents attached hereto, which are incorporated herein as if fully rewritten herein.
- Section 3. That if a provision of this ordinance is or becomes illegal, invalid or unenforceable, that shall not affect the validity or enforceability of any other provision of this ordinance.
- Section 4. That this ordinance shall take effect and be in full force immediately upon its adoption by Council and approval by the Mayor.

Passed in Council this _____ day of _____ 2015

David Held, Mayor

Signed: _____, 2015

ATTEST:

Mary Beth Bailey, Clerk of Council

PERPETUAL UTILITY EASEMENT

Parcel No. 9202067

For and in consideration of ONE DOLLAR (\$1.00) and other good and valuable consideration, the sufficiency of which is hereby acknowledged, **Stauffs Holdings, LTD**, GRANTOR, does hereby give and grant unto **THE CITY OF NORTH CANTON**, an Ohio municipal corporation, GRANTEE, a perpetual utility easement to install and maintain a pedestrian signal post, and to perform any other tasks GRANTEE deems necessary or advisable in order to operate or maintain the pedestrian signal post and associated appurtenances in accordance with the ordinances, rules, and regulates of Grantee, which are now in effect or may be adopted hereafter, including the right of ingress and egress at any time to and from such utility and all appurtenances thereto on, under and through the following property, a/k/a the "Easement Area":

See Attached Utility Easement and "Map to Accompany legal Description For Utility Easement"

It is agreed by and between Grantor and Grantee as follows:

1. That the Grantee shall have the right to remove fences, shrubbery, plants, trees, landscaping, lawns, driveways, walkways, and paving within the Easement Area during initial construction or future maintenance of the utility and all appurtenances thereto. The Grantee shall be responsible to restore the surface area of the easement, disturbed by Grantee, to as closely as possible to its condition at the time of construction or maintenance. The Grantee will pay reasonable damages for items which cannot be restored or repaired. If the amount of said damages cannot be mutually agreed upon, the same shall be ascertained and determined by three disinterested persons; one appointed by the Grantor, one by the Grantee, and the third by the two so appointed. The award of such three persons shall be final and conclusive.
2. That no building or structure of any kind shall or will be erected within the easement area by Grantor, nor shall anything be placed in the vicinity of the easement which might be injurious to the utility. However, nothing herein shall interfere with the right of Grantor to place driveways, parking areas, or walkways in said easement. Grantor shall not change the ground elevation, within the easement area, without approval of Grantee.
3. That the Grantor may extend across, or grant easements to others to extend across said easement area to minimum acceptable clearances as determined by the Grantee.
4. That Grantor shall indemnify, defend and hold harmless Grantee from any and all claims, liabilities, damages, actions, costs and expenses or complaints, including reasonable attorney fees, arising out of Grantor's use of the Easement Area.
5. That upon removal of said utility and all appurtenances thereto, the Easement Area shall be restored as closely as possible to its then condition at the time of removal.
6. That this grant shall be binding upon the Grantor and Grantee and shall inure to the benefit of their respective heirs, executors, administrators, successors, and assigns forever.

7. That Grantor covenants with Grantee that it is well seized of the Easement Area as a good and indefeasible estate in fee simple and has the right to grant and convey the Easement Area in the manner and form described above. Grantor further covenants that it will warrant and defend the premises with the appurtenances thereunto belonging to Grantee against all lawful claims and demands whatsoever for the purposes described herein.
8. That this easement area is subject to all matters of record.

IN WITNESS WHEREOF, the undersigned grantor(s) have caused their name to be subscribed to this Perpetual Utility Easement document this _____ day of _____, 20____.

GRANTOR(S):

Stauffs Holdings, LTD.

By:

Eric Stauffinger, Partner

Steve Stauffinger, Partner

(Signed Name)

(Signed Name)

NOTARY:

STATE OF OHIO)
) SS:
COUNTY OF _____)

Before me, a Notary Public in and for said County, personally appeared Eric Stauffinger and Steve Stauffinger, Partners in Stauffs Holdings, LTD., who acknowledged that they did sign the foregoing instrument and that it is their free act and deed.

IN THE TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed my official seal a this _____ Day of _____, 20____.

Notary Public

Seal

This instrument prepared by: City of North Canton
145 North Main Street
North Canton, OH 4720

MAPLE STREET
UTILITY EASEMENT
Stauffs Holdings LTD

Situated in the City of North Canton, County of Stark, State of Ohio and known as being part of City Out Lot No. 309 and being more fully described as follows:

Beginning on the centerline of E. Maple Street (R/W varies) at the centerline of Taft Avenue as appears on the dedication plat recorded in Plat Book 34 page 150 of Stark County Records;

Thence N 01° 45' 05" E along the centerline of said Taft Avenue, 29.89 feet;

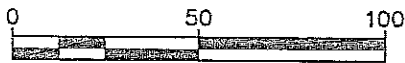
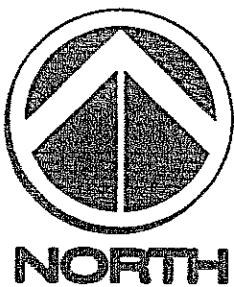
Thence S 88° 11' 18" E, 27.45 feet to the east line of said Taft Avenue and the True place of beginning for the easement intended to be described herein.

Thence S 88° 11' 18" E, 10.00 feet;

Thence S 01° 48' 42" W, 6.53 feet to the north line of said Maple street;

Thence northwesterly 12.29 feet along the north line of said E, Maple St. and the arc of a curve deflecting to the right having a radius of 15.00 feet and a chord of 11.94 feet that bears N 55° 02' 04" W to the east line of said Taft Ave. and the True place of beginning as surveyed by Robert J. Warner, P.S. 6931 for Environmental Design Group in August 2015.

Bearings are based on Grid North in the Ohio State Plane Coordinate System (NAD83).



GRAPHIC SCALE IN FEET

BASIS OF BEARINGS

GRID NORTH, OHIO STATE PLANE COORDINATE
SYSTEM BASED ON CITY OF NORTH CANTON
MONUMENT FOUND AT NE CORNER OF E. MAPLE
STREET AND S. MAIN ST.

TAFT AVE. R/W VARIES
PB. 34 PG. 150

N 01° 45' 05" E

STAUFFS HOLDINGS LTD
PPN 9202067
407 E. MAPLE ST.

OUT LOT 309

S 88° 11' 18" E

10.00'

R=15.00'

L=12.29'

C=11.94'

CB N 55° 02' 04" W

S 01° 48' 42" W

6.53'

27.45'

29.89'

1.5' WIDENING PB. 33 PG. 110

S 88° 11' 18" E

Ex R/W

R/W

Ex R/W

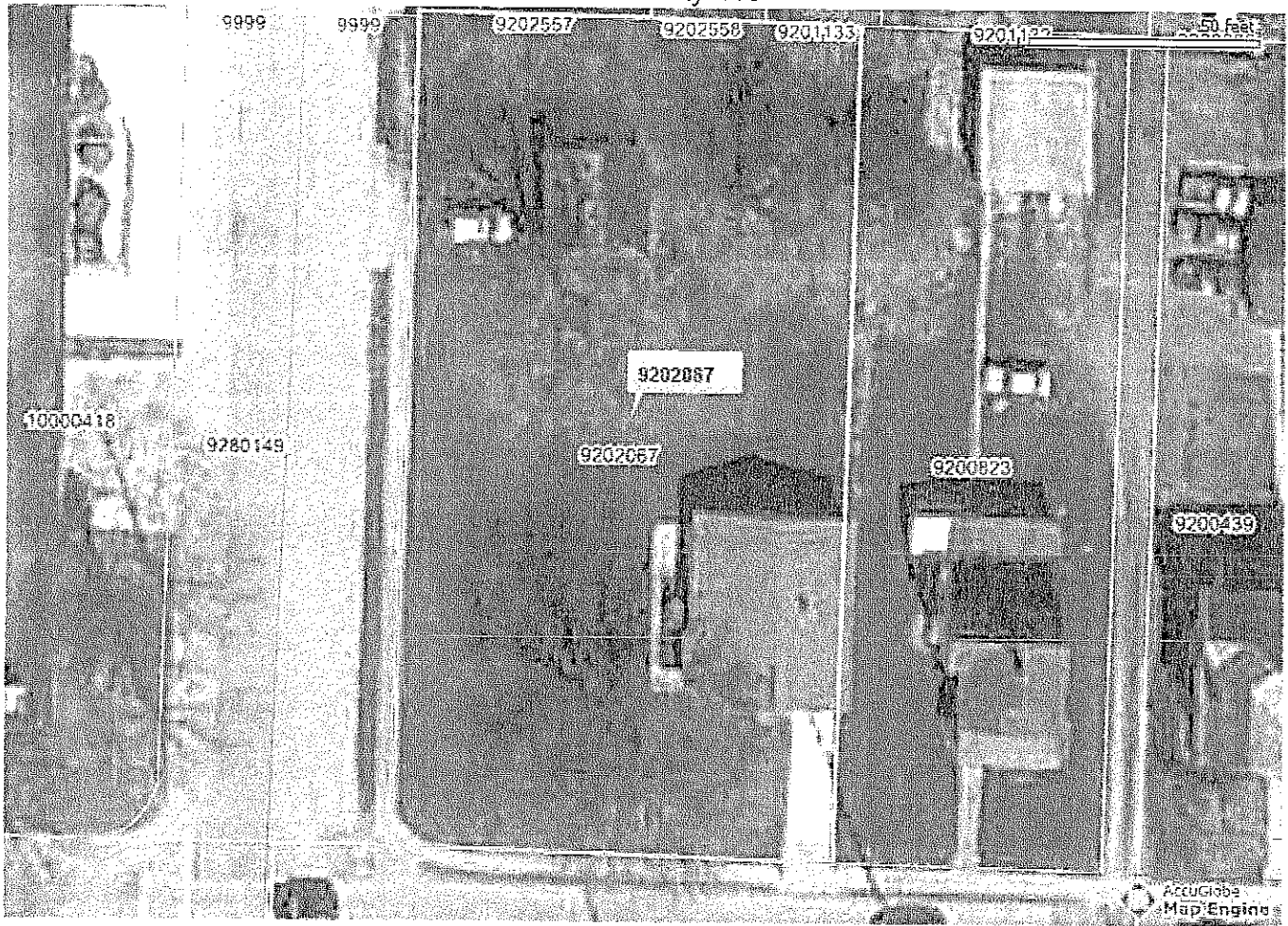
MAP TO ACCOMPANY LEGAL DESCRIPTION FOR UTILITY EASEMENT

SITUATED IN THE
CITY OF NORTH CANTON
COUNTY OF STARK
STATE OF OHIO
PART OF CITY OUT LOT NO. 309



450 Grant Street Phone 330.375.1390
Akron, OH 44311 Fax 330.375.1590
www.envdesigngroup.com

Stark County GIS



Notes

North Canton City Council
Street and Alley Committee

Ordinance No. 69 - 2015

An ordinance approving, confirming and accepting, for public-use purposes, Maple Street Commerce, LLC's offer to the City of North Canton, to dedicate an additional right-of-way along East Maple Street (Main Street and Taft Ave), for the real property known as being part of Lot Nos. 7021 and 7071, and Out Lot Nos. 376 and 377, and consisting of 0.4545 acres in the City of North Canton, Stark County, Ohio.

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF NORTH CANTON, COUNTY OF STARK, AND STATE OF OHIO:

- Section 1. That Maple Street Commerce, LLC's offer to dedicate to the City an additional right-of-way, for public-use purposes, along East Maple Street (Main Street and Taft Ave), known as being part of Lot No. 7021 and 7071, and Out Lot Nos. 376 and 377, consisting of 0.4545 acres in the City of North Canton, Stark County, Ohio, be, and is hereby approved, confirmed and accepted.
- Section 2. That an attachment marked as Exhibit A regarding this right-of-way is attached hereto and incorporated herein as if fully rewritten herein.
- Section 3. That if a provision of this ordinance is or becomes illegal, invalid or unenforceable, that shall not affect the validity or enforceability of any other provision of this ordinance.
- Section 4. That this ordinance shall take effect and be in full force immediately upon its adoption by Council and approval by the Mayor.

Passed in Council this _____ day of _____ 2015

David Held, Mayor

Signed: _____, 2015

ATTEST:

Mary Beth Bailey, Clerk of Council

I HEREBY CERTIFY THAT THIS IS A CORRECT PLAT OF THE DEDICATION OF A PORTION OF EAST MAPLE STREET IN THE CITY OF NORTH CANTON, OHIO AS SHOWN HERE ON THIS PLAT. THE OWNERS OF THE PROPERTIES ARE BASED ON PUBLIC RECORDS AS OF DATE OF THIS SURVEY.

ROBERT WARNER
REGISTERED SURVEYOR NO. 6931



DEDICATION PLAT
EAST MAPLE STREET
SITUATED IN THE
CITY OF NORTH CANTON
COUNTY OF STARK
STATE OF OHIO
PART OF CITY LOT NO.'S 7021 & 7071
OUT LOT NO.'S 376 & 377

AREA TO BE DEDICATED
CITY LOT 7021 0.0013 ACRES
CITY LOT 7071 0.0124 ACRES
OUT LOT 376 0.1242 ACRES
OUT LOT 377 0.3166 ACRES
TOTAL DEDICATED AREA 0.4545 ACRES

CITY LOT 7036
201003030007631
O.L. 378
201003030007631
MAPLE STREET
COMMERCE LLC

EAST MAPLE STREET R/W VARIES

THIS PLAT HAS BEEN RECOMMENDED FOR ACCEPTANCE BY THE CITY ENGINEER OF NORTH CANTON, OHIO
THIS DAY OF 2015
JAMES J. BENKOS
CITY ENGINEER
THE AREA OF PUBLIC STREET AS SHOWN HEREON HAS BEEN ACCEPTED FOR DEDICATION AS SHOWN BY THE COUNCIL OF THE CITY OF NORTH CANTON, OHIO BY ORDINANCE NUMBER PASSED THIS DAY OF 2015
MARYBETH BAILEY
CLERK OF COUNCIL

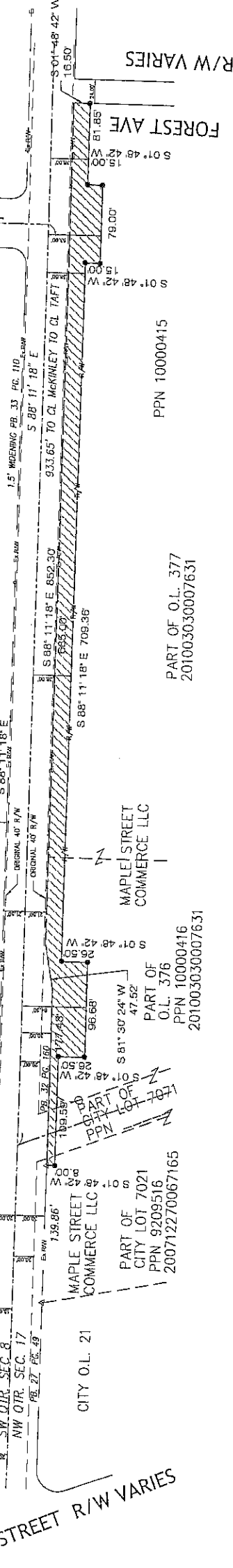
LEGEND

- LOT LINE
- PROPERTY LINE
- EXISTING RIGHT-OF-WAY LINE
- PROPOSED R/W LINE
- IRON PIN FOUND AS NOTED
- DRILL HOLE IN WALK FOUND & USED
- CAPPED 5/8" REBAR SET
- ENVIRON DESIGN GROUP
- AKRON, OHIO TO BE SET AFTER CONSTRUCTION
- AREA TO BE DEDICATED

BASIS OF BEARINGS
GRID NORTH, OHIO STATE PLANE COORDINATE SYSTEM BASED ON CITY OF NORTH CANTON MONUMENT FOUND AT NE CORNER OF E. MAPLE STREET AND S. MAIN ST.



Taft Ave. R/W VARIES
PB. 34 PG. 150
N 01° 45' 05" E



OWNER'S CONSENT

WE, the undersigned, being the owners of Lot 7021, 7071, Out Lot 376 & 377 all in the City of North Canton, Ohio, do hereby voluntarily consent to execution of this Dedication Plat and do hereby dedicate the lands and easements shown hereon for public use forever.

MAPLE STREET COMMERCE LLC

CHRIS SEMARJAN
MANAGING MEMBER

State of _____
County of _____) ss

Before me, a Notary Public in and for said County and State, personally appeared Chris Semarjan, Managing Member for Maple Street Commerce, LLC, who acknowledged that they did sign this foregoing instrument and that the same is their free act and deed.

In testimony whereof, I have hereunto set my hand and official seal at _____ this _____ day of _____, 2015.

Notary Public

My Commission Expires _____, 20__

I HEREBY CERTIFY THAT THE LANDS OFFERED OR DEDICATION FOR PUBLIC USE IS FREE FROM ENCUMBRANCES, SIGNED THIS DAY OF 2015.

STARK COUNTY AUDITOR
ALAN HAROLD

RECEIVED FOR RECORD THIS DAY OF 2015
RECORDED IN

STARK COUNTY RECORDER
RICK CAMPBELL
FEE: _____

TIMOTHY L. FOX
LAW DIRECTOR



North Canton City Council
Water, Sewer and Rubbish Committee

Ordinance No. 70 - 2015

An ordinance authorizing the Director of Administration of the City of North Canton to advertise and receive bids, for the City of North Canton Drinking Water Treatment Plant Clarifiers Rehab Project, and for the Mayor of the City of North Canton to be authorized, through the Board of Control, to enter into a contract for the Clarifiers Rehab Project, and declaring the same to be an emergency.

NOW THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF NORTH CANTON, COUNTY OF STARK, AND STATE OF OHIO:

- Section 1. That the Director of Administration of the City of North Canton, be, and is hereby authorized to advertise and receive bids according to specifications now on file in the Director's office for the Clarifiers Rehab Project at the City of North Canton Drinking Water Treatment Plant.
- Section 2. That the Mayor of the City of North Canton, be, and is hereby authorized, through the Board of Control, to enter into a contract for the Clarifiers Rehab Project.
- Section 3. That the Director of Finance of the City of North Canton, be, and is hereby authorized to draw funds necessary for the payment of the above specified contract from the following appropriation:
- | | | |
|--------------|---------------------------|-----------|
| 650 | WATER REVENUE FUND | |
| 650.768.5231 | Maintenance of Facilities | \$297,000 |
- upon receipt of vouchers duly approved by the proper departmental authority.
- Section 4. That if a provision of this ordinance is or becomes illegal, invalid or unenforceable, that shall not affect the validity or enforceability of any other provision of this ordinance.
- Section 5. That this ordinance is hereby declared to be an emergency measure necessary for the preservation of the health, safety and peace of the City of North Canton and further necessary for the timely repair and painting of the Clarifiers and to ensure continued efficient operation of the Water Treatment Plant; wherefore, provided it receives the affirmative vote of six or more members of Council elected thereto, this ordinance shall take effect and be in full force immediately upon its adoption by Council and approval by the Mayor. Otherwise, it shall take effect and be in force from and after the earliest period allowed by law.

Passed in Council this _____ day of _____ 2015

David Held, Mayor

Signed: _____, 2015

ATTEST:

Mary Beth Bailey, Clerk of Council